

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Refunding of Capital Improvements Revenue Refunding Bonds, Series 2003 (Staff recommends approval).

REQUESTED ACTION: Staff recommends approval

☐ Work Session (Report Only) **DATE OF MEETING:** 12/11/2012
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Support Services

BUDGET IMPACT: Savings of approximately \$1,200,000 over term of loan.
☒ Annual **FUNDING SOURCE:** General Fund - Reserve for Contingencies
☐ Capital **EXPENDITURE ACCOUNT:** Bond, Interest & Sinking - Various Accounts
☐ N/A

HISTORY/FACTS/ISSUES:

The Board of County Commissioners (BOCC) approved a bond issue in 2003 of \$9,435,000 (see attached Bond Debt Service schedule) for the purpose of "(i) refunding all of the County's outstanding Capital, Improvement Revenue and Refunding Bonds, Series 1993 and all of the County's Outstanding Capital Improvement Revenue Bonds, Series 1994." The bonds have a optional call date of June 1, 2013 and may be refunded as early as March 2013.

With commercial interest rates holding steady, County staff discussed the option of refunding the Series 2003 bond issuance utilizing commercial loan options. The bonds average interest rate is 4.38% and with refinancing can be reduced to a fixed rate of about 2.3% depending on the final negotiation. Refinancing the bond issue, keeping the current maturity date of June 1, 2024 and changing from semi-annual payments to monthly payments, will save the county approximately \$1,200,000 in interest costs, net of refinancing costs, over the term of the loan (see attached page 2 of refunding report). This represents a net present value savings of \$877,000 or 11.7% of the remaining balance of the bonds. It is standard industry practice to consider bond refunding when average savings exceeds 5%. The savings from the reduction in future principal, interest and reserve payments from the refinancing will flow to General Fund creating additional recurring revenue. Revenue Sharing, Half-cent Sales Tax, and Pari-Mutual Revenues are pledged for debt service; surplus revenues flow to the General Fund.

When the Series 2003 bond issue is retired, the 2006 Capital Improvement Revenue Bonds issue will be the only active bond issue remaining.

Gollahon Financial Services, Inc. has served as the County's financial advisor for past issuance and refunding of bonds (see attached proposal). The company has performed well and maintains communications with the County on an regular basis to evaluate opportunities for County savings on financing and bond issues. Staff recommends engaging Holland & Knight (see attached engagement letter) as bond counsel and the County Attorney has confirmed his approval the firm for this purpose.

Staff is recommending approval of the following items:

1. Proceed with refunding of the Series 2003 bond issue in March 2013.
 2. Approval of Gollahon Financial Services, Inc. as financial advisor for this bond refunding.
 3. Appointment of Holland & Knight, LLP as bond counsel for this bond refunding.
-

BOND DEBT SERVICE

Sumter County, Florida
Series 2003: Current Refund 93 & Advance Refund 94

Dated Date 10/14/2003
Deliver Date 10/14/2003

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/14/2003					
6/1/2004	385,000	2.000%	228,719.84	613,719.84	613,719.84
12/1/2004			177,513.75	177,513.75	
6/1/2005	180,000	2.000%	177,513.75	357,513.75	535,027.50
12/1/2005			175,713.75	175,713.75	
6/1/2006	190,000	2.000%	175,713.75	365,713.75	541,427.50
12/1/2006			173,813.75	173,813.75	
6/1/2007	190,000	2.000%	173,813.75	363,813.75	537,627.50
12/1/2007			171,913.75	171,913.75	
6/1/2008	200,000	2.125%	171,913.75	371,913.75	543,827.50
12/1/2008			169,788.76	169,788.76	
6/1/2009	195,000	2.500%	169,788.76	364,788.76	534,577.52
12/1/2009			167,351.26	167,351.26	
6/1/2010	205,000	2.875%	167,351.26	372,351.26	539,702.52
12/1/2010			164,404.38	164,404.38	
6/1/2011	205,000	3.125%	164,404.38	369,404.38	533,808.76
12/1/2011			161,201.26	161,201.26	
6/1/2012	215,000	3.375%	161,201.26	376,201.26	537,402.52
12/1/2012			157,573.13	157,573.13	
6/1/2013	225,000	3.500%	157,573.13	382,573.13	540,146.26
12/1/2013			153,635.63	153,635.63	
6/1/2014	235,000	3.600%	153,635.63	388,635.63	542,271.26
12/1/2014			149,405.63	149,405.63	
6/1/2015	240,000	3.700%	149,405.63	389,405.63	538,811.26
12/1/2015			144,965.63	144,965.63	
6/1/2016	245,000	3.750%	144,965.63	389,965.63	534,931.26
12/1/2016			140,371.88	140,371.88	
6/1/2017	705,000	3.875%	140,371.88	845,371.88	985,743.76
12/1/2017			126,712.51	126,712.51	
6/1/2018	730,000	4.000%	126,712.51	856,712.51	983,425.02
12/1/2018			112,112.51	112,112.51	
6/1/2019	760,000	4.125%	112,112.51	872,112.51	984,225.02
12/1/2019			96,437.50	96,437.50	
6/1/2020	790,000	4.250%	96,437.50	886,437.50	982,875.00
12/1/2020			79,650.00	79,650.00	
6/1/2021	830,000	4.500%	79,650.00	909,650.00	989,300.00
12/1/2021			60,975.00	60,975.00	
6/1/2022	860,000	4.500%	60,975.00	920,975.00	981,950.00
12/1/2022			41,625.00	41,625.00	
6/1/2023	905,000	4.500%	41,625.00	946,625.00	988,250.00
12/1/2023			21,262.50	21,262.50	
6/1/2024	945,000	4.500%	21,262.50	966,262.50	987,525.00
	9,435,000		5,521,575.00	14,956,575.00	14,956,575.00

Note: FINAL NUMBERS (AGE#: 24254)



Gollahon Financial Services, Inc.
4125 Bayshore Blvd. N.E.
St. Petersburg, FL 33703

November 15, 2012
Mr. Art Bisner
Support Services Director
Sumter County, Florida
7375 Powell Road
Wildwood, Florida

Dear Mr. Bisner:

We are please to submit this proposal to serve Sumter County, Florida as Financial Advisor on the refunding of the County's Capital Improvement Revenue Refunding Bonds, Series 2003 with an outstanding balance of \$7,470,000. Our services shall include, but not be limited to, the following:

- Prepared the necessary analyses and schedules for the early optional call of the Series 2003 Bonds and the funding of the refunding escrow,

- Coordinate with the County's Bond Counsel and County Attorney on the preparation of the refunding resolution, escrow deposit agreement and necessary legal opinions,

- Prepare a distribution list and timetable,

- Prepare a bid list of interested financial institutions,

- Prepare a bid and credit package to distribute to financial institutions,

- Generate interest, address questions and provide additional information to potential bidders,

- Evaluate and summarize bids. Rank bids and recommend the best bid,

- Negotiate final terms, with Bond Counsel's input, with the successful bidder,

- Coordinate with the County's paying agent and register on the creation of a short-term refunding escrow and the early optional call of the 2003 Bonds,

- Secure and coordinate the services of a verification agent to verify the sufficiency of the refunding escrow,

- Coordinate with the escrow agent bank on the subscription and delivery of short-term State on Local Government Securities (SLGS) from the U.S. Treasury to fund the refunding escrow,



Prepare a closing memorandum and wiring instructions to conclude the transaction and the transfer of the loan proceeds to the refunding escrow.

Assist with post closing activities, such as invoice review and addressing auditors' questions.

Our fee and expenses for the professional services described above for this single transaction shall be \$19,500. In addition to the Financial Advisor's fee and expenses, the County will be responsible for, including but not limited, to the fees and expenses of: Bond Counsel, the County Attorney, the escrow agent, the successful bidder and the costs of calling the Series 2003 Bonds.

This proposal shall be for the single transaction described above and our services shall end (except for the post closing activities related to this refunding) upon the closing of the transaction.

We look forward to working with you and Sumter County. Please call me at 727-525-5383 or 727-687-4125 or e-mail me at the email address below with any questions, comments or requests.

Sincerely,
Gollahon Financial Services, Inc.

James Gollahon, MBA, CPA
Financial Advisor
jim@gollahonfinancial.com

IN WITNESS to the acceptance of this proposal, the Sumter County Board of County Commissioners has caused the presents to be executed by their duly authorized officer:

Sumter County, Florida

By _____
Title _____
Date _____

E-Verify Vendor/Contractor/Subcontractor Certification

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION (In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: GOLLAHON FINANCIAL SERVICES, INC.
Authorized signature: James Gollahon
Printed name & Title: JAMES GOLLAHON, PRESIDENT
Address: 4125 BAYSHORE BLVD. N.E., ST. PETERSBURG, FL 33703
Date: 11/16/2012
Telephone Number: (727) 525-5383
E-mail address: JGOLLAHON@MSN.COM

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at (352)-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.

Sumter County, Florida
Sources & Uses Report
Refunding of Series 2003 Bonds

Sources of Funds:

Principal Amount of Current Interest Bonds (CIBs)	7,340,960.63
Contribution from 2003 Sinking Fund (12 months principal, 4 months interest)	330,409.00
Total SOURCES of Funds	\$7,671,369.63

Uses of Funds:

SLG Escrow Cost	7,626,369.63
Issuance Expenses: (\$45,000.00)	
Bond Counsel	19,500.00
Financial Advisor	19,500.00
Bank Fees and Counsel	4,500.00
Verification Agent	750.00
Escrow Agent	500.00
Miscellaneous Expenses	250.00
Rounding Amount	
Total USES of Funds	\$7,671,369.63

Miscellaneous Bond Issuance Information:

Delivery Date:	03/29/2013
Principal Amount of Bonds Being Refunded	7,470,000.00
Principal Amount of the Refunding Bonds	7,340,960.63
Proceeds of "The (new) Bonds"	7,340,960.63
Rate/Yield on the Refunded Bonds	4.33438288%
"All Costs Included" TIC on the New Issue is	2.42501158%
Federal Arbitrage Yield on the New Issue is	2.31097426%
Yield on Escrow	0.09164406%
Total Debt Service Savings	1,206,690.12
Present Value Savings @ 2.31097426%	877,131.83
Total Debt Service Savings as a Percent of Total Debt Service of Refunded Bonds	12.21113835%
Present Value Savings as a Percent of Principal Amount of Bonds Being Refunded	11.74205943%

Sumter County, Florida
Refunding Effects
Refunding of Series 2003 Bonds

Year Ending 09/30	Less: Debt Service on Refunded		Plus: Estimated Debt Service of 2013			Post Rfndg	
	Current Total Debt Service	Bonds(1)	Current Interest Bonds Principal	Interest	Capital Appr Bonds	Debt Service	Post Rfndg Savings (2)
2013	382,573	382,573	147,064	71,007		218,072	-165,907
2014	542,271	542,271	596,778	159,195		755,973	-213,702
2015	538,811	538,811	610,650	145,323		755,973	-217,162
2016	534,931	534,931	624,844	131,129		755,973	-221,042
2017	985,744	985,744	639,368	116,605		755,973	229,771
2018	983,425	983,425	654,229	101,744		755,973	227,452
2019	984,225	984,225	669,436	86,537		755,973	228,252
2020	982,875	982,875	684,996	70,977		755,973	226,902
2021	989,300	989,300	700,919	55,054		755,973	233,327
2022	981,950	981,950	717,211	38,762		755,973	225,977
2023	988,250	988,250	733,882	22,091		755,973	232,277
2024	987,525	987,525	561,584	5,396		566,980	420,545
Totals	\$9,881,880	\$9,881,880	\$7,340,961	\$1,003,820		\$8,344,782	\$1,206,690

(1) - This column only reflects debt payments scheduled after the closing date of 03/29/2013.

(2) - Savings are reduced by fund transfers at closing totaling \$330,409.00 (see Sources of funds report).

Sumter County, Florida
Refunding Analysis Savings Report
Refunding of Series 2003 Bonds

Dates	Maturing Amount	Proceeds @ Issue Date	Coupon	Yield	Interest Amount	Total Debt Service	Escrowed Debt	FY Begins 10/01 Savings	Cumulative Savings(1)	PV of Savings 2.31097426%
03/29/2013								-330,409.00	-330,409.00	-330,409.00
06/01/2013					29,078.36	29,078.36	382,573.13	353,494.77	23,085.77	352,098.69
07/01/2013	48,928	48,927.57	2.300	2.300000	14,070.17	62,997.74		-62,997.74	-39,911.97	-62,628.90
08/01/2013	49,021	49,021.35	2.300	2.300000	13,976.40	62,997.75		-62,997.75	-102,909.72	-62,509.11
09/01/2013	49,115	49,115.31	2.300	2.300000	13,882.44	62,997.75		-62,997.75	-165,907.47	-62,389.53
10/01/2013	49,209	49,209.46	2.300	2.300000	13,788.30	62,997.76		-62,997.76	-228,905.23	-62,270.19
11/01/2013	49,304	49,303.76	2.300	2.300000	13,693.98	62,997.74		-62,997.74	-291,902.97	-62,151.06
12/01/2013	49,398	49,398.26	2.300	2.300000	13,599.48	62,997.74	153,635.63	90,637.89	-201,265.08	89,248.67
01/01/2014	49,493	49,492.94	2.300	2.300000	13,504.80	62,997.74		-62,997.74	-264,262.82	-61,913.50
02/01/2014	49,588	49,587.80	2.300	2.300000	13,409.94	62,997.74		-62,997.74	-327,260.56	-61,795.06
03/01/2014	49,683	49,682.85	2.300	2.300000	13,314.90	62,997.75		-62,997.75	-390,258.31	-61,676.86
04/01/2014	49,778	49,778.08	2.300	2.300000	13,219.67	62,997.75		-62,997.75	-453,256.06	-61,558.88
05/01/2014	49,873	49,873.49	2.300	2.300000	13,124.27	62,997.76		-62,997.76	-516,253.82	-61,441.13
06/01/2014	49,969	49,969.08	2.300	2.300000	13,028.68	62,997.76	388,635.63	325,637.87	-190,615.95	316,984.06
07/01/2014	50,065	50,064.85	2.300	2.300000	12,932.90	62,997.75		-62,997.75	-253,613.70	-61,206.28
08/01/2014	50,161	50,160.81	2.300	2.300000	12,836.94	62,997.75		-62,997.75	-316,611.45	-61,089.20
09/01/2014	50,257	50,256.95	2.300	2.300000	12,740.80	62,997.75		-62,997.75	-379,609.20	-60,972.34
10/01/2014	50,353	50,353.28	2.300	2.300000	12,644.48	62,997.76		-62,997.76	-442,606.96	-60,855.71
11/01/2014	50,450	50,449.79	2.300	2.300000	12,547.97	62,997.76		-62,997.76	-505,604.72	-60,739.30
12/01/2014	50,546	50,546.48	2.300	2.300000	12,451.27	62,997.75	149,405.63	86,407.88	-419,196.84	83,150.80
01/01/2015	50,643	50,643.36	2.300	2.300000	12,354.39	62,997.75		-62,997.75	-482,194.59	-60,507.13
02/01/2015	50,740	50,740.43	2.300	2.300000	12,257.32	62,997.75		-62,997.75	-545,192.34	-60,391.38
03/01/2015	50,838	50,837.68	2.300	2.300000	12,160.07	62,997.75		-62,997.75	-608,190.09	-60,275.86
04/01/2015	50,935	50,935.12	2.300	2.300000	12,062.63	62,997.75		-62,997.75	-671,187.84	-60,160.55
05/01/2015	51,033	51,032.75	2.300	2.300000	11,965.01	62,997.76		-62,997.76	-734,185.60	-60,045.48
06/01/2015	51,131	51,130.56	2.300	2.300000	11,867.19	62,997.75	389,405.63	326,407.88	-407,777.72	310,516.20
07/01/2015	51,229	51,228.56	2.300	2.300000	11,769.19	62,997.75		-62,997.75	-470,775.47	-59,815.96
08/01/2015	51,327	51,326.75	2.300	2.300000	11,671.01	62,997.76		-62,997.76	-533,773.23	-59,701.55
09/01/2015	51,425	51,425.12	2.300	2.300000	11,572.63	62,997.75		-62,997.75	-596,770.98	-59,587.33
10/01/2015	51,524	51,523.69	2.300	2.300000	11,474.06	62,997.75		-62,997.75	-659,768.73	-59,473.35
11/01/2015	51,622	51,622.44	2.300	2.300000	11,375.31	62,997.75		-62,997.75	-722,766.48	-59,359.58
12/01/2015	51,721	51,721.38	2.300	2.300000	11,276.37	62,997.75	144,965.63	81,967.88	-640,798.60	77,086.42
01/01/2016	51,821	51,820.52	2.300	2.300000	11,177.23	62,997.75		-62,997.75	-703,796.35	-59,132.69
02/01/2016	51,920	51,919.84	2.300	2.300000	11,077.91	62,997.75		-62,997.75	-766,794.10	-59,019.57
03/01/2016	52,019	52,019.35	2.300	2.300000	10,978.40	62,997.75		-62,997.75	-829,791.85	-58,906.67
04/01/2016	52,119	52,119.06	2.300	2.300000	10,878.70	62,997.76		-62,997.76	-892,789.61	-58,794.00
05/01/2016	52,219	52,218.95	2.300	2.300000	10,778.80	62,997.75		-62,997.75	-955,787.36	-58,681.52
06/01/2016	52,319	52,319.04	2.300	2.300000	10,678.71	62,997.75	389,965.63	326,967.88	-628,819.48	303,983.37
07/01/2016	52,419	52,419.32	2.300	2.300000	10,578.44	62,997.76		-62,997.76	-691,817.24	-58,457.24
08/01/2016	52,520	52,519.79	2.300	2.300000	10,477.97	62,997.76		-62,997.76	-754,815.00	-58,345.41
09/01/2016	52,620	52,620.45	2.300	2.300000	10,377.30	62,997.75		-62,997.75	-817,812.75	-58,233.79
10/01/2016	52,721	52,721.31	2.300	2.300000	10,276.45	62,997.76		-62,997.76	-880,810.51	-58,122.40
11/01/2016	52,822	52,822.35	2.300	2.300000	10,175.40	62,997.75		-62,997.75	-943,808.26	-58,011.21
12/01/2016	52,924	52,923.60	2.300	2.300000	10,074.15	62,997.75	140,371.88	77,374.13	-866,434.13	71,113.34

Dates	Maturing Amount	Proceeds @ Issue Date	Coupon	Yield	Interest Amount	Total Debt Service	Escrowed Debt	FY Begins 10/01 Savings	Cumulative Savings(1)	PV of Savings 2.31097426%
01/01/2017	53,025	53,025.03	2.300	2.300000	9,972.72	62,997.75		-62,997.75	-929,431.88	-57,789.48
02/01/2017	53,127	53,126.67	2.300	2.300000	9,871.09	62,997.76		-62,997.76	-992,429.64	-57,678.94
03/01/2017	53,228	53,228.49	2.300	2.300000	9,769.26	62,997.75		-62,997.75	-1,055,427.39	-57,568.59
04/01/2017	53,331	53,330.51	2.300	2.300000	9,667.24	62,997.75		-62,997.75	-1,118,425.14	-57,458.47
05/01/2017	53,433	53,432.73	2.300	2.300000	9,565.02	62,997.75		-62,997.75	-1,181,422.89	-57,348.55
06/01/2017	53,535	53,535.14	2.300	2.300000	9,462.61	62,997.75	845,371.88	782,374.13	-399,048.76	710,853.86
07/01/2017	53,638	53,637.75	2.300	2.300000	9,360.00	62,997.75		-62,997.75	-462,046.51	-57,129.35
08/01/2017	53,741	53,740.56	2.300	2.300000	9,257.19	62,997.75		-62,997.75	-525,044.26	-57,020.07
09/01/2017	53,844	53,843.56	2.300	2.300000	9,154.19	62,997.75		-62,997.75	-588,042.01	-56,910.99
10/01/2017	53,947	53,946.76	2.300	2.300000	9,050.99	62,997.75		-62,997.75	-651,039.76	-56,802.13
11/01/2017	54,050	54,050.16	2.300	2.300000	8,947.59	62,997.75		-62,997.75	-714,037.51	-56,693.47
12/01/2017	54,154	54,153.75	2.300	2.300000	8,844.00	62,997.75	126,712.50	63,714.75	-650,322.76	57,229.03
01/01/2018	54,258	54,257.55	2.300	2.300000	8,740.20	62,997.75		-62,997.75	-713,320.51	-56,476.77
02/01/2018	54,362	54,361.54	2.300	2.300000	8,636.21	62,997.75		-62,997.75	-776,318.26	-56,368.74
03/01/2018	54,466	54,465.74	2.300	2.300000	8,532.02	62,997.76		-62,997.76	-839,316.02	-56,260.91
04/01/2018	54,570	54,570.13	2.300	2.300000	8,427.62	62,997.75		-62,997.75	-902,313.77	-56,153.28
05/01/2018	54,675	54,674.72	2.300	2.300000	8,323.03	62,997.75		-62,997.75	-965,311.52	-56,045.86
06/01/2018	54,780	54,779.51	2.300	2.300000	8,218.24	62,997.75	856,712.50	793,714.75	-171,596.77	704,776.49
07/01/2018	54,885	54,884.51	2.300	2.300000	8,113.24	62,997.75		-62,997.75	-234,594.52	-55,831.64
08/01/2018	54,990	54,989.70	2.300	2.300000	8,008.05	62,997.75		-62,997.75	-297,592.27	-55,724.84
09/01/2018	55,095	55,095.10	2.300	2.300000	7,902.65	62,997.75		-62,997.75	-360,590.02	-55,618.24
10/01/2018	55,201	55,200.70	2.300	2.300000	7,797.05	62,997.75		-62,997.75	-423,587.77	-55,511.85
11/01/2018	55,307	55,306.50	2.300	2.300000	7,691.25	62,997.75		-62,997.75	-486,585.52	-55,405.66
12/01/2018	55,413	55,412.50	2.300	2.300000	7,585.25	62,997.75	112,112.50	49,114.75	-437,470.77	43,113.12
01/01/2019	55,519	55,518.71	2.300	2.300000	7,479.04	62,997.75		-62,997.75	-500,468.52	-55,193.89
02/01/2019	55,625	55,625.12	2.300	2.300000	7,372.63	62,997.75		-62,997.75	-563,466.27	-55,088.30
03/01/2019	55,732	55,731.74	2.300	2.300000	7,266.01	62,997.75		-62,997.75	-626,464.02	-54,982.92
04/01/2019	55,839	55,838.56	2.300	2.300000	7,159.20	62,997.76		-62,997.76	-689,461.78	-54,877.75
05/01/2019	55,946	55,945.58	2.300	2.300000	7,052.17	62,997.75		-62,997.75	-752,459.53	-54,772.77
06/01/2019	56,053	56,052.81	2.300	2.300000	6,944.94	62,997.75	872,112.50	809,114.75	56,655.22	702,131.05
07/01/2019	56,160	56,160.24	2.300	2.300000	6,837.51	62,997.75		-62,997.75	-6,342.53	-54,563.41
08/01/2019	56,268	56,267.88	2.300	2.300000	6,729.87	62,997.75		-62,997.75	-69,340.28	-54,459.04
09/01/2019	56,376	56,375.73	2.300	2.300000	6,622.02	62,997.75		-62,997.75	-132,338.03	-54,354.86
10/01/2019	56,484	56,483.79	2.300	2.300000	6,513.97	62,997.76		-62,997.76	-195,335.79	-54,250.89
11/01/2019	56,592	56,592.05	2.300	2.300000	6,405.71	62,997.76		-62,997.76	-258,333.55	-54,147.11
12/01/2019	56,701	56,700.51	2.300	2.300000	6,297.24	62,997.75	96,437.50	33,439.75	-224,893.80	28,686.77
01/01/2020	56,809	56,809.19	2.300	2.300000	6,188.56	62,997.75		-62,997.75	-287,891.55	-53,940.14
02/01/2020	56,918	56,918.07	2.300	2.300000	6,079.68	62,997.75		-62,997.75	-350,889.30	-53,836.96
03/01/2020	57,027	57,027.17	2.300	2.300000	5,970.58	62,997.75		-62,997.75	-413,887.05	-53,733.97
04/01/2020	57,136	57,136.47	2.300	2.300000	5,861.28	62,997.75		-62,997.75	-476,884.80	-53,631.18
05/01/2020	57,246	57,245.98	2.300	2.300000	5,751.77	62,997.75		-62,997.75	-539,882.55	-53,528.59
06/01/2020	57,356	57,355.70	2.300	2.300000	5,642.05	62,997.75	886,437.50	823,439.75	283,557.20	698,330.48
07/01/2020	57,466	57,465.63	2.300	2.300000	5,532.12	62,997.75		-62,997.75	220,559.45	-53,323.99
08/01/2020	57,576	57,575.78	2.300	2.300000	5,421.98	62,997.76		-62,997.76	157,561.69	-53,221.99
09/01/2020	57,686	57,686.13	2.300	2.300000	5,311.62	62,997.75		-62,997.75	94,563.94	-53,120.17
10/01/2020	57,797	57,796.69	2.300	2.300000	5,201.06	62,997.75		-62,997.75	31,566.19	-53,018.56
11/01/2020	57,907	57,907.47	2.300	2.300000	5,090.28	62,997.75		-62,997.75	-31,431.56	-52,917.14
12/01/2020	58,018	58,018.46	2.300	2.300000	4,979.29	62,997.75	79,650.00	16,652.25	-14,779.31	13,960.88

Dates	Maturing Amount	Proceeds @ Issue Date	Coupon	Yield	Interest Amount	Total Debt Service	Escrowed Debt	FY Begins 10/01 Savings	Cumulative Savings(1)	PV of Savings 2.31097426%
01/01/2021	58,130	58,129.66	2.300	2.300000	4,868.09	62,997.75		-62,997.75	-77,777.06	-52,714.88
02/01/2021	58,241	58,241.08	2.300	2.300000	4,756.67	62,997.75		-62,997.75	-140,774.81	-52,614.04
03/01/2021	58,353	58,352.71	2.300	2.300000	4,645.04	62,997.75		-62,997.75	-203,772.56	-52,513.39
04/01/2021	58,465	58,464.55	2.300	2.300000	4,533.20	62,997.75		-62,997.75	-266,770.31	-52,412.93
05/01/2021	58,577	58,576.61	2.300	2.300000	4,421.14	62,997.75		-62,997.75	-329,768.06	-52,312.67
06/01/2021	58,689	58,688.88	2.300	2.300000	4,308.87	62,997.75	909,650.00	846,652.25	516,884.19	701,706.25
07/01/2021	58,801	58,801.37	2.300	2.300000	4,196.39	62,997.76		-62,997.76	453,886.43	-52,112.73
08/01/2021	58,914	58,914.07	2.300	2.300000	4,083.68	62,997.75		-62,997.75	390,888.68	-52,013.03
09/01/2021	59,027	59,026.99	2.300	2.300000	3,970.76	62,997.75		-62,997.75	327,890.93	-51,913.53
10/01/2021	59,140	59,140.12	2.300	2.300000	3,857.63	62,997.75		-62,997.75	264,893.18	-51,814.23
11/01/2021	59,253	59,253.47	2.300	2.300000	3,744.28	62,997.75		-62,997.75	201,895.43	-51,715.11
12/01/2021	59,367	59,367.04	2.300	2.300000	3,630.71	62,997.75	60,975.00	-2,022.75	199,872.68	-1,657.31
01/01/2022	59,481	59,480.83	2.300	2.300000	3,516.92	62,997.75		-62,997.75	136,874.93	-51,517.44
02/01/2022	59,595	59,594.83	2.300	2.300000	3,402.92	62,997.75		-62,997.75	73,877.18	-51,418.89
03/01/2022	59,709	59,709.06	2.300	2.300000	3,288.69	62,997.75		-62,997.75	10,879.43	-51,320.53
04/01/2022	59,824	59,823.50	2.300	2.300000	3,174.25	62,997.75		-62,997.75	-52,118.32	-51,222.36
05/01/2022	59,938	59,938.16	2.300	2.300000	3,059.59	62,997.75		-62,997.75	-115,116.07	-51,124.37
06/01/2022	60,053	60,053.04	2.300	2.300000	2,944.71	62,997.75	920,975.00	857,977.25	742,861.18	694,939.76
07/01/2022	60,168	60,168.15	2.300	2.300000	2,829.61	62,997.76		-62,997.76	679,863.42	-50,928.97
08/01/2022	60,283	60,283.47	2.300	2.300000	2,714.28	62,997.75		-62,997.75	616,865.67	-50,831.54
09/01/2022	60,399	60,399.01	2.300	2.300000	2,598.74	62,997.75		-62,997.75	553,867.92	-50,734.30
10/01/2022	60,515	60,514.78	2.300	2.300000	2,482.98	62,997.76		-62,997.76	490,870.16	-50,637.26
11/01/2022	60,631	60,630.76	2.300	2.300000	2,366.99	62,997.75		-62,997.75	427,872.41	-50,540.39
12/01/2022	60,747	60,746.97	2.300	2.300000	2,250.78	62,997.75	41,625.00	-21,372.75	406,499.66	-17,113.64
01/01/2023	60,863	60,863.40	2.300	2.300000	2,134.35	62,997.75		-62,997.75	343,501.91	-50,347.21
02/01/2023	60,980	60,980.06	2.300	2.300000	2,017.69	62,997.75		-62,997.75	280,504.16	-50,250.90
03/01/2023	61,097	61,096.94	2.300	2.300000	1,900.82	62,997.76		-62,997.76	217,506.40	-50,154.78
04/01/2023	61,214	61,214.04	2.300	2.300000	1,783.71	62,997.75		-62,997.75	154,508.65	-50,058.83
05/01/2023	61,331	61,331.37	2.300	2.300000	1,666.39	62,997.76		-62,997.76	91,510.89	-49,963.08
06/01/2023	61,449	61,448.92	2.300	2.300000	1,548.83	62,997.75	946,625.00	883,627.25	975,138.14	699,457.93
07/01/2023	61,567	61,566.69	2.300	2.300000	1,431.06	62,997.75		-62,997.75	912,140.39	-49,772.10
08/01/2023	61,685	61,684.70	2.300	2.300000	1,313.05	62,997.75		-62,997.75	849,142.64	-49,676.89
09/01/2023	61,803	61,802.93	2.300	2.300000	1,194.83	62,997.76		-62,997.76	786,144.88	-49,581.87
10/01/2023	61,921	61,921.38	2.300	2.300000	1,076.37	62,997.75		-62,997.75	723,147.13	-49,487.01
11/01/2023	62,040	62,040.06	2.300	2.300000	957.69	62,997.75		-62,997.75	660,149.38	-49,392.35
12/01/2023	62,159	62,158.98	2.300	2.300000	838.78	62,997.76	21,262.50	-41,735.26	618,414.12	-32,659.25
01/01/2024	62,278	62,278.11	2.300	2.300000	719.64	62,997.75		-62,997.75	555,416.37	-49,203.56
02/01/2024	62,397	62,397.48	2.300	2.300000	600.27	62,997.75		-62,997.75	492,418.62	-49,109.44
03/01/2024	62,517	62,517.07	2.300	2.300000	480.68	62,997.75		-62,997.75	429,420.87	-49,015.49
04/01/2024	62,637	62,636.90	2.300	2.300000	360.85	62,997.75		-62,997.75	366,423.12	-48,921.73
05/01/2024	62,757	62,756.95	2.300	2.300000	240.80	62,997.75		-62,997.75	303,425.37	-48,828.14
06/01/2024	62,877	62,877.24	2.300	2.300000	120.51	62,997.75	966,262.50	903,264.75	1,206,690.12	698,761.01
Acc Int	\$7,340,961	\$7,340,960.63			\$1,003,820.92	\$8,344,781.55	\$9,881,880.67	\$1,206,690.12		\$877,131.83
Grnd Total	\$7,340,961	\$7,340,960.63			\$1,003,820.92	\$8,344,781.55	\$9,881,880.67	\$1,206,690.12		\$877,131.83

(1) Includes: -330,409.00 Transfer. and \$0.00 New Funds.

SUMTERCOUNTY: RUN2013 NEW2013 OLD2003

11/29/2012 @ 13:11 v9.58

Sumter County, Florida

Refunding of Series 2003 Bonds

Dated Date = 03/29/2013

Estimated Debt Service of 2013 Refunding Loan

Delivery Date = 03/29/2013

FY Start 10/01 Dates	(Trm)	"Principal" Amount	Coupon Rate	Interest Amount	Total Debt Service	Annual
06/01/2013				29,078.36	29,078.36	
07/01/2013		48,927.57	2.300000	14,070.17	62,997.74	
08/01/2013		49,021.35	2.300000	13,976.40	62,997.75	
09/01/2013		49,115.31	2.300000	13,882.44	62,997.75	218,071.60
10/01/2013		49,209.46	2.300000	13,788.30	62,997.76	
11/01/2013		49,303.76	2.300000	13,693.98	62,997.74	
12/01/2013		49,398.26	2.300000	13,599.48	62,997.74	
01/01/2014		49,492.94	2.300000	13,504.80	62,997.74	
02/01/2014		49,587.80	2.300000	13,409.94	62,997.74	
03/01/2014		49,682.85	2.300000	13,314.90	62,997.75	
04/01/2014		49,778.08	2.300000	13,219.67	62,997.75	
05/01/2014		49,873.49	2.300000	13,124.27	62,997.76	
06/01/2014		49,969.08	2.300000	13,028.68	62,997.76	
07/01/2014		50,064.85	2.300000	12,932.90	62,997.75	
08/01/2014		50,160.81	2.300000	12,836.94	62,997.75	
09/01/2014		50,256.95	2.300000	12,740.80	62,997.75	755,972.99
10/01/2014		50,353.28	2.300000	12,644.48	62,997.76	
11/01/2014		50,449.79	2.300000	12,547.97	62,997.76	
12/01/2014		50,546.48	2.300000	12,451.27	62,997.75	
01/01/2015		50,643.36	2.300000	12,354.39	62,997.75	
02/01/2015		50,740.43	2.300000	12,257.32	62,997.75	
03/01/2015		50,837.68	2.300000	12,160.07	62,997.75	
04/01/2015		50,935.12	2.300000	12,062.63	62,997.75	
05/01/2015		51,032.75	2.300000	11,965.01	62,997.76	
06/01/2015		51,130.56	2.300000	11,867.19	62,997.75	
07/01/2015		51,228.56	2.300000	11,769.19	62,997.75	
08/01/2015		51,326.75	2.300000	11,671.01	62,997.76	
09/01/2015		51,425.12	2.300000	11,572.63	62,997.75	755,973.04
10/01/2015		51,523.69	2.300000	11,474.06	62,997.75	
11/01/2015		51,622.44	2.300000	11,375.31	62,997.75	
12/01/2015		51,721.38	2.300000	11,276.37	62,997.75	
01/01/2016		51,820.52	2.300000	11,177.23	62,997.75	
02/01/2016		51,919.84	2.300000	11,077.91	62,997.75	
03/01/2016		52,019.35	2.300000	10,978.40	62,997.75	
04/01/2016		52,119.06	2.300000	10,878.70	62,997.76	
05/01/2016		52,218.95	2.300000	10,778.80	62,997.75	
06/01/2016		52,319.04	2.300000	10,678.71	62,997.75	
07/01/2016		52,419.32	2.300000	10,578.44	62,997.76	
08/01/2016		52,519.79	2.300000	10,477.97	62,997.76	
09/01/2016		52,620.45	2.300000	10,377.30	62,997.75	755,973.03
10/01/2016		52,721.31	2.300000	10,276.45	62,997.76	
11/01/2016		52,822.35	2.300000	10,175.40	62,997.75	
12/01/2016		52,923.60	2.300000	10,074.15	62,997.75	
01/01/2017		53,025.03	2.300000	9,972.72	62,997.75	
02/01/2017		53,126.67	2.300000	9,871.09	62,997.76	
03/01/2017		53,228.49	2.300000	9,769.26	62,997.75	
04/01/2017		53,330.51	2.300000	9,667.24	62,997.75	
05/01/2017		53,432.73	2.300000	9,565.02	62,997.75	
06/01/2017		53,535.14	2.300000	9,462.61	62,997.75	
07/01/2017		53,637.75	2.300000	9,360.00	62,997.75	

FY Start 10/01 Dates	(Trm)	"Principal" Amount	Coupon Rate	Interest Amount	Total Debt Service	Annual
08/01/2017		53,740.56	2.300000	9,257.19	62,997.75	755,973.02
09/01/2017		53,843.56	2.300000	9,154.19	62,997.75	
10/01/2017		53,946.76	2.300000	9,050.99	62,997.75	
11/01/2017		54,050.16	2.300000	8,947.59	62,997.75	
12/01/2017		54,153.75	2.300000	8,844.00	62,997.75	
01/01/2018		54,257.55	2.300000	8,740.20	62,997.75	755,973.01
02/01/2018		54,361.54	2.300000	8,636.21	62,997.75	
03/01/2018		54,465.74	2.300000	8,532.02	62,997.76	
04/01/2018		54,570.13	2.300000	8,427.62	62,997.75	
05/01/2018		54,674.72	2.300000	8,323.03	62,997.75	
06/01/2018		54,779.51	2.300000	8,218.24	62,997.75	
07/01/2018		54,884.51	2.300000	8,113.24	62,997.75	
08/01/2018		54,989.70	2.300000	8,008.05	62,997.75	
09/01/2018		55,095.10	2.300000	7,902.65	62,997.75	
10/01/2018		55,200.70	2.300000	7,797.05	62,997.75	
11/01/2018		55,306.50	2.300000	7,691.25	62,997.75	755,973.01
12/01/2018		55,412.50	2.300000	7,585.25	62,997.75	
01/01/2019		55,518.71	2.300000	7,479.04	62,997.75	
02/01/2019		55,625.12	2.300000	7,372.63	62,997.75	
03/01/2019		55,731.74	2.300000	7,266.01	62,997.75	
04/01/2019		55,838.56	2.300000	7,159.20	62,997.76	
05/01/2019		55,945.58	2.300000	7,052.17	62,997.75	
06/01/2019		56,052.81	2.300000	6,944.94	62,997.75	
07/01/2019		56,160.24	2.300000	6,837.51	62,997.75	
08/01/2019		56,267.88	2.300000	6,729.87	62,997.75	
09/01/2019		56,375.73	2.300000	6,622.02	62,997.75	755,973.03
10/01/2019		56,483.79	2.300000	6,513.97	62,997.76	
11/01/2019		56,592.05	2.300000	6,405.71	62,997.76	
12/01/2019		56,700.51	2.300000	6,297.24	62,997.75	
01/01/2020		56,809.19	2.300000	6,188.56	62,997.75	
02/01/2020		56,918.07	2.300000	6,079.68	62,997.75	
03/01/2020		57,027.17	2.300000	5,970.58	62,997.75	
04/01/2020		57,136.47	2.300000	5,861.28	62,997.75	
05/01/2020		57,245.98	2.300000	5,751.77	62,997.75	
06/01/2020		57,355.70	2.300000	5,642.05	62,997.75	
07/01/2020		57,465.63	2.300000	5,532.12	62,997.75	755,973.01
08/01/2020		57,575.78	2.300000	5,421.98	62,997.76	
09/01/2020		57,686.13	2.300000	5,311.62	62,997.75	
10/01/2020		57,796.69	2.300000	5,201.06	62,997.75	
11/01/2020		57,907.47	2.300000	5,090.28	62,997.75	
12/01/2020		58,018.46	2.300000	4,979.29	62,997.75	
01/01/2021		58,129.66	2.300000	4,868.09	62,997.75	
02/01/2021		58,241.08	2.300000	4,756.67	62,997.75	
03/01/2021		58,352.71	2.300000	4,645.04	62,997.75	
04/01/2021		58,464.55	2.300000	4,533.20	62,997.75	
05/01/2021		58,576.61	2.300000	4,421.14	62,997.75	755,973.01
06/01/2021		58,688.88	2.300000	4,308.87	62,997.75	
07/01/2021		58,801.37	2.300000	4,196.39	62,997.76	
08/01/2021		58,914.07	2.300000	4,083.68	62,997.75	
09/01/2021		59,026.99	2.300000	3,970.76	62,997.75	
10/01/2021		59,140.12	2.300000	3,857.63	62,997.75	
11/01/2021		59,253.47	2.300000	3,744.28	62,997.75	
12/01/2021		59,367.04	2.300000	3,630.71	62,997.75	
01/01/2022		59,480.83	2.300000	3,516.92	62,997.75	

FY Start 10/01 Dates	(Trm)	"Principal" Amount	Coupon Rate	Interest Amount	Total Debt Service	Annual
02/01/2022		59,594.83	2.300000	3,402.92	62,997.75	
03/01/2022		59,709.06	2.300000	3,288.69	62,997.75	
04/01/2022		59,823.50	2.300000	3,174.25	62,997.75	
05/01/2022		59,938.16	2.300000	3,059.59	62,997.75	
06/01/2022		60,053.04	2.300000	2,944.71	62,997.75	
07/01/2022		60,168.15	2.300000	2,829.61	62,997.76	
08/01/2022		60,283.47	2.300000	2,714.28	62,997.75	755,973.01
09/01/2022		60,399.01	2.300000	2,598.74	62,997.75	
10/01/2022		60,514.78	2.300000	2,482.98	62,997.76	
11/01/2022		60,630.76	2.300000	2,366.99	62,997.75	
12/01/2022		60,746.97	2.300000	2,250.78	62,997.75	
01/01/2023		60,863.40	2.300000	2,134.35	62,997.75	
02/01/2023		60,980.06	2.300000	2,017.69	62,997.75	
03/01/2023		61,096.94	2.300000	1,900.82	62,997.76	
04/01/2023		61,214.04	2.300000	1,783.71	62,997.75	
05/01/2023		61,331.37	2.300000	1,666.39	62,997.76	
06/01/2023		61,448.92	2.300000	1,548.83	62,997.75	755,973.04
07/01/2023		61,566.69	2.300000	1,431.06	62,997.75	
08/01/2023		61,684.70	2.300000	1,313.05	62,997.75	
09/01/2023		61,802.93	2.300000	1,194.83	62,997.76	
10/01/2023		61,921.38	2.300000	1,076.37	62,997.75	
11/01/2023		62,040.06	2.300000	957.69	62,997.75	
12/01/2023		62,158.98	2.300000	838.78	62,997.76	
01/01/2024		62,278.11	2.300000	719.64	62,997.75	
02/01/2024		62,397.48	2.300000	600.27	62,997.75	
03/01/2024		62,517.07	2.300000	480.68	62,997.75	
04/01/2024		62,636.90	2.300000	360.85	62,997.75	566,979.76
05/01/2024		62,756.95	2.300000	240.80	62,997.75	
06/01/2024		62,877.24	2.300000	120.51	62,997.75	
		\$7,340,960.63		\$1,003,820.92	\$8,344,781.55	\$8,344,781.55
Acc Int Totals				\$1,003,820.92	\$8,344,781.55	\$8,344,781.55
Bond Years		43,644.389				
Average Coupon		2.29999993%				
Average Life		5.945 yrs				
N I C % (incl. Acc. Interest		2.29999993%		T I C % (to Delivery)	2.42501158%	
N I C % (w/o Acc. Interest)		2.29999993%		T I C % (to Dated Date)	2.42501158%	

SUMTERCOUNTY: NEW2013

11/29/2012 @ 13:11 v9.58

Sumter County, Florida

Refunding of Series 2003 Bonds

Dated Date = 12/01/2012

Remaining Balance of Series 2003 Bonds

Delivery Date = 12/01/2012

FY Start 10/01 Dates	(Trm)	"Principal" Amount	Coupon Rate	Interest Amount	Total Debt Service	Annual
06/01/2013		225,000.00	3.500000	157,573.13	382,573.13	382,573.13
12/01/2013				153,635.63	153,635.63	
06/01/2014		235,000.00	3.600000	153,635.63	388,635.63	542,271.26
12/01/2014				149,405.63	149,405.63	
06/01/2015		240,000.00	3.700000	149,405.63	389,405.63	538,811.26
12/01/2015				144,965.63	144,965.63	
06/01/2016		245,000.00	3.750000	144,965.63	389,965.63	534,931.26
12/01/2016				140,371.88	140,371.88	
06/01/2017		705,000.00	3.875000	140,371.88	845,371.88	985,743.76
12/01/2017				126,712.50	126,712.50	
06/01/2018		730,000.00	4.000000	126,712.50	856,712.50	983,425.00
12/01/2018				112,112.50	112,112.50	
06/01/2019		760,000.00	4.125000	112,112.50	872,112.50	984,225.00
12/01/2019				96,437.50	96,437.50	
06/01/2020		790,000.00	4.250000	96,437.50	886,437.50	982,875.00
12/01/2020				79,650.00	79,650.00	
06/01/2021		830,000.00	4.500000	79,650.00	909,650.00	989,300.00
12/01/2021				60,975.00	60,975.00	
06/01/2022		860,000.00	4.500000	60,975.00	920,975.00	981,950.00
12/01/2022				41,625.00	41,625.00	
06/01/2023		905,000.00	4.500000	41,625.00	946,625.00	988,250.00
12/01/2023				21,262.50	21,262.50	
06/01/2024		945,000.00	4.500000	21,262.50	966,262.50	987,525.00
		\$7,470,000.00		\$2,411,880.67	\$9,881,880.67	\$9,881,880.67
Acc Int Totals				\$2,411,880.67	\$9,881,880.67	\$9,881,880.67
Bond Years		55,570.000				
Average Coupon		4.34025674%				
Average Life		7.439 yrs				
N I C % (incl. Acc. Interest)		4.34025674%		T I C % (to Delivery)	4.32917311%	
N I C % (w/o Acc. Interest)		4.34025674%		T I C % (to Dated Date)	4.32917311%	

SUMTERCOUNTY: OLD2003

11/29/2012 @ 13:11 v9.58

Holland & Knight

2115 Harden Boulevard | Lakeland, FL 33803 | T 863.682.1161 | F 863.688.1186
Holland & Knight LLP | www.hklaw.com

Michael L. Wiener
863 499 5362
mike.wiener@hklaw.com

November 27, 2012

Mr. Bradley Arnold
County Administrator
Mr. Art Bisner
Support Services Director
Sumter County, Florida
7375 Powell Road
Wildwood, Florida

Re: Proposed Services as Bond Counsel regarding the Sumter County, Florida
Capital Improvement Revenue Refunding Bonds, Series 2012

Dear Mr. Arnold and Mr. Bisner:

We are pleased to present this engagement letter setting forth certain matters concerning the services we will perform as bond counsel to Sumter County, Florida (the "County").

In this engagement, we would perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of bonds issued by the County (the "Bonds"), the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes, to the extent applicable.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, including ordinances and resolutions, and coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Review legal issues relating to the structure of the Bond issue.

Our Bond Opinion will be addressed to the County and the initial purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public

Bradley Arnold
Art Bisner
November 27, 2012
Page 2

officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include (unless we are separately engaged for such purposes):

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(b) Preparing blue sky or investment surveys with respect to the Bonds.

(c) Making an investigation or expressing any view as to the creditworthiness of the County or the Bonds.

(d) Assisting in the preparation of, or opining on, any offering documents related to the Bonds or a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(e) Representing the County in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(f) After Closing, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

(g) Representing the County with respect to any validation proceedings.

(h) Representing the County with respect to any interest rate swap or derivative transactions entered into in connection with the Bonds.

Our engagement is also subject to the standard Terms of Engagement attached hereto.

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the County will not affect, however, our responsibility to render an objective Bond Opinion.

Bradley Arnold
Art Bisner
November 27, 2012
Page 3

For our services as Bond Counsel as outlined above, our fee will be \$19,500.00, including out-of-pocket costs. Our fees for a particular Bond issue will be payable only if, and when, Bonds are issued. It is further our understanding that the Bonds will be privately placed and will not be publicly offered.

We very much look forward to working with you and the County and greatly appreciate this opportunity.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Sincerely yours,

HOLLAND & KNIGHT LLP


Michael L. Wiener

cc: George Angeliadis

ACCEPTED AND APPROVED:
SUMTER COUNTY, FLORIDA

By: _____
Its: _____
Title: _____
Date: _____

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third

parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

Bradley Arnold
Art Bisner
November 27, 2012
Page 6

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to

consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

#11817670_v2

E-Verify Vendor/Contractor/Subcontractor Certification

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Holland + Knight LLP
Authorized signature: [Signature]
Printed name & Title: Andy Petterson, Director of HR
Address: 201 N. Franklin St, Suite 1100, Tampa, FL 33602
Date: 11/26/12
Telephone Number: 813-227-8500
E-mail address: andy.petterson@HKLAW.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at (352)-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.